ALIENS—EXCLUSION—TEACHERS.—Immigration Act, (39 Stat. 875, c. 29, s. 3, Comp Stat. s. 4289¼b) excluding contract laborers, but providing that such provisions "shall not be held to exclude 'persons belonging to any recognized learned profession.'" *Held,* not to exclude Japanese alien, seeking admission for the purpose of teaching the Japanese language, history, etc., in an established school. *Kuwabara* v. *U. S.,* (C. C. A., 9th Circ., 1919) 260 Fed. 104.

The Exclusion Act in question provides that skilled or unskilled contract labor of any kind shall be excluded, but going further it makes certain specific exceptions. The historical basis for the first and succeeding Exclusion Acts as well as their underlying policy, is laid down in *Church of Holy Trinity* v. *U. S.,* 143 U. S. 457, 463. Since this kind of legislation has always stated its general policy and later made specific exceptions, it has been the policy of the courts to construe it strictly, and apply its provisions only to cases clearly within its terms and spirit, each law or treaty being construed as a whole. *Grant Bros. Constr. Co.* v. *U. S.,* 13 Ariz. 388, (aff. 213 U. S. 647). In the principal case, the court held that the plaintiff was not within the ban of the statute, because he was in the excepted class, "recognized learned profession," and because to teach is not to labor within the meaning of the statute. And a chemist is a person within the same class, *U. S.* v. *Laws,* 163 U. S. 258; but an expert accountant is not, *In re Ellis,* 124 Fed. 637. Evidently this distinction between skilled labor and "recognized learned profession" is necessarily far from precise, for a given learned profession and a given trade might well partake each of some characteristics of the other. The court in *U. S.* v. *Laws, supra,* p. 266, seeks to lay down a distinction, "Profession implies professed attainments in special knowledge, as distinguished from mere skill; a practical dealing with affairs, as distingushed from mere study or investigation; and an application of such knowledge to uses for others as avocation, as distinguished from its own pursuits for its own purposes." Tested thus by this rule which while sounding academic really furnishes a practical test, the decision of the court in the principal case, reversing the decision of the District Court of U. S. for Dist. of Hawaii, where the case arose, was fundamentally sound.

ALIENS—NATURALIZATION—ANARCHISTS.—In a suit to cancel the naturalization certificate of one Stuppiello, on the ground that he was an anarchist within the Immigration Statutes, when it was issued, because he believed in the absence of all government as a political ideal, and sought the same end through propaganda, so that his certificate was procured by fraud and was in violation of the Act June 29, 1906, Sec. 7 (Comp. Stat. Sec. 4363), *held,* cancellation should be decreed. *U. S.* v. *Stuppiello,* (D. C., W. D. N. Y., 1919) 260 Fed. 483.

The language of the act is, "anarchists, or persons who believe in or advocate the overthrow by force or violence of the Government of the United States or of all Government or of all forms of law * * *" The belief in such theories, or the advocacy by philosophical anarchists of the overthrow of

government not by forcible means, but by the propagation of their theories comes within the spirit if not the letter of the act. And it is not an unconstitutional infringement of free speech, for while the Federal Constitution guarantees freedom of speech, it does not by this guaranty contemplate unrestrained, unlimited freedom of speech, and in the light of the principal case this holds good for two constitutional reasons: first, the Congress has full power over naturalization and may impose such conditions as it sees fit; second, all Government has an inherent right to protect itself, and prohibit any words which strike at its very foundation. *U. S.* v. *Williams,* 194 U. S. 279, by a very clear *dictum* the court intimated that just such persons could be excluded, as within the Immigration Act. So decided, *Lopez* v. *Howe,* 259 Fed. 401 (May, 1919), "the fact that he is only a philosophical anarchist and not an advocate of a resort to force and revolution makes him, in the eyes of Congress, none the less a dangerous presence. His theories, if put into practice, would end the Government of the United States." In the eyes of our government, then, the dissemination of ideas of philosophical anarchy is so inimical to our organized government as to be similar to treason. But aside from this, the court in *Lopez* v. *Howe,* 259 Fed. 401, states the true Constitutional theory, "while the student of social science may discriminate between philosophical anarchists and other kinds of anarchists, the act of Congress under consideration does not; and no such discrimination is necessary, for the constitutional power to exclude or deport does not depend upon whether the alien is or is not a criminal, or the advocate of lawless ideas."

CARRIERS—LIABILITY—LIMITATION UNDER CARMACK AMENDMENT.—Goods were shipped from Yokohama, Japan, to New York City, under a bill of lading agreeing that the goods are valued at not exceeding $100 per package. The consignee sues the inland carriers by whom the goods were transported from San Francisco to New York to recover the invoice value, $17,549.01. Defendant carriers admit liability of $5,600, i. e. $100 on each 56 cases. *Held,* liable for full invoice value. *Burke* v. *Union Pacific R. Co.,* (N. Y., 1919) 124 N. E. 119.

The goods were shipped March 10, 1915, and the Cummins Amendment did not become operative till June 2, and so the liability is fixed by the Carmack Amendment. See 15 MICH. L. REV. 314; 11 Id. 460. The ocean transportation not being within the Carmack amendment was under the bill of lading. But the inland transportation was under the so-called straight uniform bill of lading by force of classifications filed with the Interstate Commerce Commission. This provides that the amount of any loss shall be computed on the bona fide invoice price, unless a lower value has been represented in writing by the shipper, or has been agreed to or is determined by the classification or tariffs upon which the rate is based. The court found only one rate fixed under such a bill of lading, and hence no choice was offered to the shipper of a lower rate on a released liability. There was, therefore, no estoppel against him to claim the higher valuation. The facts